

Applicable Document		General Terms and Conditions of Sale and Delivery of Aryzta Group GERMANY		
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00	Customer Management	ARYZTA Group Germany		

1. Validity of the Terms and Conditions

1.1 All deliveries, services and offers of the German companies of ARYZTA Group Germany (hereinafter referred to as ARYZTA) shall be made exclusively on the basis of these General Terms and Conditions of Sale and Delivery (GTCS), unless expressly agreed otherwise in writing. These GTCS are intended for use in business transactions with entrepreneurs.

1.2 The following companies belong to ARYZTA Group Germany: Aryzta Bakeries Deutschland GmbH, ARYZTA Food Solutions GmbH, Hiestand Deutschland GmbH.

1.3 These GTCS apply exclusively. The validity of any terms and conditions used by the Buyer shall be excluded even if ARYZTA, being aware of such terms and conditions, does not expressly object thereto and carries out the delivery without reservation. They shall also apply to all future deliveries, services and offers of ARYZTA to the Buyer, even if they are not separately agreed upon again. The Buyer expressly acknowledges these GTCS. By accepting a delivery or an offer, they are also recognized for further delivery relationships with ARYZTA, irrespective of their express position.

2. Offers and Conclusion of Contract

2.1 Contractual offers made by ARYZTA are non-binding.

2.2 Orders of the Buyer may, if offered by ARYZTA, be placed in writing (also by fax or e-mail), electronically (EDI), by telephone as well as via webshop and shall be binding. ARYZTA may accept orders by written confirmation or by delivery of the goods ordered.

2.3 The scope of and the obligation to perform the deliveries and services shall be determined by the written order confirmation or, in the case of immediate delivery to the Buyer, by the contents of the delivery bill.

3. Product quality, samples and specimens, guarantees

3.1 Unless otherwise expressly agreed in writing, the quality of the products shall be determined exclusively in accordance with ARYZTA's product specifications. Properties of samples and specimens shall only be binding if they have been expressly agreed in writing as the quality of the products.

3.2 Specifications as to quality and durability as well as other specifications shall only be guarantees if they are agreed as such in writing and expressly designated as such.

4. Manufacture of products according to the purchaser's specifications and third party rights

4.1 To the extent that ARYZTA manufactures and supplies products according to the Buyer's specifications, e.g. according to the Buyer's recipe, the Buyer warrants that ARYZTA does not infringe any third party rights (in particular copyrights, patent rights, design rights or trademark rights) by manufacturing and/or distributing such products. The Buyer shall indemnify ARYZTA upon first request against all claims asserted by third parties against ARYZTA in this connection and any costs resulting from the defense against rights asserted by third parties. Furthermore, the Buyer shall be liable to ARYZTA for any damage arising therefrom and for any loss of profit.

4.2 Unless otherwise agreed in writing, ARYZTA shall be entitled to manufacture products manufactured according to the Buyer's specifications also for third parties and to deliver them to such third parties.

4.3 ARYZTA is entitled to suspend production of ordered goods until receipt of a written confirmation of release by which the Buyer confirms conformity with its specifications and suitability for the intended use.

5. Shipment, delivery dates, scope of delivery

5.1 Unless otherwise agreed, loading and shipment shall be uninsured and at the risk of the recipient ex works. The risk shall pass to the Buyer as soon as the purchased goods have been handed over to the person carrying out the transport. In the case of agreed free domicile deliveries, the risk shall pass to the Buyer when the goods are handed over / made available to the Buyer.

5.2 ARYZTA is entitled to change ordered quantities or batches in case of production or packaging requirements, but must inform the Buyer thereof in due time.

5.3 Delivery dates promised by ARYZTA are not binding. The agreement of fixed delivery dates and deadlines must be in writing.

5.4 ARYZTA shall be entitled to partial performance and partial delivery, provided that such partial performance and partial delivery are reasonable for the Buyer.

5.5 ARYZTA shall not be liable for impossibility or delays in delivery or performance for which ARYZTA is not responsible or to the extent that such impossibility or delays are caused by force majeure or other events not foreseeable at the time of conclusion of the contract, e.g. disruptions of operations of any kind, difficulties in the procurement of materials or energy, transport delays, strikes / labor disputes, riots, lawful lockouts, shortages of labor, energy and raw materials, difficulties in obtaining necessary official permits, official measures or non-delivery, incorrect, incomplete or late delivery by suppliers. ARYZTA shall inform the Buyer without undue delay of the non-availability of the delivery item or of any delays in delivery and, to the extent possible, notify the Buyer of a new expected delivery date. If the service or delivery is also not possible within the new delivery period, ARYZTA shall be entitled to withdraw from the contract in whole or in part without this giving rise to any claims on the part of the Buyer. If the Buyer cannot reasonably be expected to accept the delivery or service as a result of the delay, it may withdraw from the contract by giving notice to ARYZTA without delay. In the event of withdrawal, any advance payment already made shall be refunded to the Buyer without delay.

5.6 The occurrence of a delay in performance or delivery shall be determined in accordance with the statutory provisions. In any case, a reminder from the Buyer is required.

6. Default of acceptance, compensation

6.1 If the Buyer is in default of acceptance, ARYZTA may set a grace period of not more than 3 days and, after expiry of this period, withdraw from the contract and claim damages.

6.2 ARYZTA shall be entitled to charge 5% of the lost net sales as liquidated damages. ARYZTA reserves the right to assert further damages and further statutory claims. In this case, the lump-sum amount is to be credited against a claim for damages in accordance with the amount.

7. Prices

7.1 Prices are based on the individual price agreements or, in the absence of such agreements, on the price list valid on the day of delivery. ARYZTA reserves the right to make changes. Unless otherwise agreed (e.g. delivery free domicile), the prices shall be net without value added tax ex works and shall not include the costs for delivery, freight packaging, return and disposal of production and transport packaging and the "Green Dot (Grüner Punkt)".

7.2 Upon collection of palletized goods, the Buyer/consignee is obliged to return exchangeable loading aids in the same quantity, type and

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quality to the transport company used by ARYZTA or to ARYZTA step by step. For Euro-Pool-Pallets, quality according to Gütegemeinschaft Paletten e.V. classification at least class B = UIC quality standard 435-2 applies, which have a machine-, conveyor- and high rack suitability. Damaged loading aids will not be taken back. The burden of proof that loading aids have already been accepted damaged in individual cases lies with the Buyer/recipient of the goods. If, despite the setting of a deadline with a threat of refusal on the part of ARYZTA, no return is made to ARYZTA at one of the ARYZTA loading points, ARYZTA shall be entitled to demand as compensation the actual value of pallets not returned plus any replacement costs for the corresponding number of pallets. ARYZTA is entitled to assign the claim to the transport company. The use of pallet service companies (e.g. DPL) is excluded.

8 Payment, Default in Payment, Fulfillment

8.1 Unless otherwise agreed in writing in advance, the purchase price is due for payment immediately without any deductions. Discounts shall only be allowed if they have been expressly agreed in writing in advance. The date of receipt by ARYZTA shall be decisive for the date of payment.

Upon expiry of the payment deadline, the Buyer shall be in default even without a separate reminder. In the event of default, ARYZTA shall be entitled to claim default interest at the statutory rate. ARYZTA reserves the right to claim further damages caused by default.

8.2 In the event of default in payment, ARYZTA shall be entitled, without prejudice to further rights, to demand securities or advance payments and to make all claims due immediately. In the event of arrears on the part of the Buyer, ARYZTA shall not be obliged to deliver ordered goods.

8.3 The Buyer shall only be entitled to invoice reductions, to set-off or to exercise a right of retention if the counterclaims have been legally established or are undisputed. The Buyer shall only be entitled to exercise a right of retention if its counterclaim is based on the same contractual relationship.

8.4 In the event that the Buyer has several outstanding claims, ARYZTA shall be entitled to set off payments against the oldest outstanding claim.

9 Retention of Title, Assignment by Way of Security

9.1 ARYZTA retains title to goods or items delivered until all claims arising from the business relationship, including future claims, have been settled. The retention of title is conditional to the extent that ARYZTA relinquishes ownership of the goods subject to retention of title upon complete satisfaction of ARYZTA's respective outstanding total claim against the Buyer.

9.2 If third parties gain access to the goods subject to ARYZTA's retention of title, in particular by way of seizure, the Buyer shall immediately notify such third parties of ARYZTA's ownership and shall immediately inform ARYZTA thereof in writing in order to enable ARYZTA to enforce its ownership rights.

9.3 The Buyer shall keep the goods subject to retention of title free of charge, treat them with care and insure them adequately at its own expense against destruction and deterioration. The Buyer hereby assigns to ARYZTA any claims it may have against its insurance company or third parties in the event of damage. ARYZTA accepts this assignment.

9.4 The Buyer may resell the goods subject to retention of title only in the ordinary course of business. The Buyer shall reserve the conditional ownership to which it is entitled vis-à-vis its customers until the latter have paid the purchase price in full. The claims arising from

the resale or any other legal reason with regard to the goods subject to retention of title are assigned to ARYZTA as security, together with all ancillary rights in the amount of the value of the respective goods subject to retention of title that have been resold. ARYZTA accepts this assignment.

9.5 The Buyer shall remain authorized to collect the claim in addition to ARYZTA. ARYZTA undertakes not to collect the claim as long as the Buyer meets its payment obligations to ARYZTA, is not in default of payment, no application for the opening of insolvency proceedings has been filed and there is no other deficiency in its ability to pay. In the event of default in payment, ARYZTA shall be entitled to disclose the assignment and to collect the claim itself. In this case, the Buyer shall be obliged, at ARYZTA's request, to provide information about the assigned claims and their debtors, to provide all information required for collection and to hand over the relevant, required documents free of charge.

9.6 If the realizable value of all security interests exceeds the secured claims of ARYZTA by more than 10%, ARYZTA shall, at the Buyer's request, release securities in the corresponding amount and at its option.

9.7 ARYZTA shall be entitled to enter the Buyer's warehouse itself or through authorized representatives in order to determine the goods subject to retention of title.

9.8 ARYZTA shall be entitled to demand the return of goods subject to retention of title, even without setting a period of grace, in the event of default on the part of the Buyer, if an application has been made to open insolvency proceedings against the Purchaser's assets. In case of cessation of payments or application for opening of insolvency proceedings, the Buyer shall immediately mark the goods subject to retention of title or store them separately. He shall then no longer be entitled to sell them.

10. Obligation to inspect, complaints

10.1 The Buyer shall carefully inspect the goods for defects and shortages immediately after delivery and, if necessary, notify ARYZTA in writing of any defects within 3 working days, otherwise deliveries shall be deemed approved by the Buyer with respect to obvious defects, shortages and other defects which would have been apparent upon immediate, careful inspection. With respect to other defects, the Products shall be deemed to have been approved by the Buyer if the notice of defect is not received by ARYZTA within 3 working days after the date on which the defect became apparent.

10.2 In the event that the Buyer claims defects and notifies ARYZTA thereof, the Buyer shall prove that the cold chain has been properly maintained without any gaps. Furthermore, the Buyer shall keep the goods available for inspection by ARYZTA or by persons authorized by ARYZTA. The Buyer is obliged to store and handle the goods properly.

11 Liability for defects

11.1 Claims for defects on the part of the Buyer shall only exist if the Buyer has duly complied with its obligations to examine the goods and to give notice of defects in accordance with § 377 of the German Commercial Code (HGB) and point 10 of these General Terms and Conditions. They do not exist in case of only insignificant deviation from the agreed quality or in case of only insignificant impairment of usability. The warranty does not extend to natural changes in the products. Furthermore, ARYZTA shall not be liable for defects, complaints or damage caused to the Buyer by self-labeling or by changes or processing of the products, unless ARYZTA has expressly agreed to such measures in writing or ARYZTA is responsible for the defects, complaints or damage.

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11.2 In the event of defects in the products or services purchased from ARYZTA, ARYZTA shall, at its own discretion and within a reasonable period of time, first be obliged and entitled to remedy the defect or to make a replacement delivery. If a defect is due to ARYZTA's fault, the Buyer's claims for damages or reimbursement of futile expenses shall only exist in accordance with Clauses 13, 14 of these GTCS and shall otherwise be excluded.

11.3 The application of § 478 para. 1 BGB (right of recourse of the entrepreneur) remains unaffected. The Buyer's right to claim damages instead of performance in accordance with the statutory provisions and these Terms and Conditions shall also remain unaffected. The Buyer's right of recourse against ARYZTA pursuant to § 478 of the German Civil Code (recourse of the entrepreneur) shall exist only to the extent that the Buyer has not entered into any agreements with its customer exceeding the statutory claims for defects.

11.4 The expenses necessary for the purpose of subsequent performance shall be borne by the Buyer to the extent that they are increased by the fact that the Supplies are brought to another location than the Buyer's branch office, unless doing so complies with the intended use of the Supplies.

11.5 Insofar as ARYZTA acts merely as an intermediary, ARYZTA shall, upon delivery, only inspect in a manner customary in the trade by random sampling with regard to the integrity of the packaging, quantity, article and temperature. With regard to all other parameters (in particular quality, hygiene, freshness, best-before date, labeling), the inspection is carried out by the Buyer. ARYZTA must be notified of any defects within 3 working days, so that ARYZTA can report defects to the manufacturer or supplier of the goods in due time.

ARYZTA is entitled to assign its claims against the manufacturer or supplier to the Buyer in due form. In this case, the Buyer may assert claims against ARYZTA only after it has failed with the extrajudicial assertion of these claims against the supplier or manufacturer.

11.6 Warranty claims can only be asserted if the best-before date of the delivered goods has not yet expired and a product-specific, proper storage (in particular compliance with the cold chain) is proven by the Buyer.

11.7 If the Buyer becomes aware of an incident, a consumer complaint or a complaint by the supervisory authorities which gives rise to the reasonable suspicion that the products delivered by ARYZTA are unsafe (Art. 14 of Regulation 178/2002/EC), the Buyer shall immediately inform ARYZTA. The Buyer shall not take any action towards consumers or the general public or make any commitments or statements to the regulatory authorities (e.g. product warnings or recalls) without ARYZTA's prior consent, unless there is imminent danger.

12. Exclusion of the right of withdrawal

The Buyer may only withdraw from the contract within the framework of the statutory provisions if ARYZTA is responsible for the breach of duty. In such a case, the Buyer shall declare within a reasonable period of time after ARYZTA's request whether it will withdraw from the contract due to the breach of duty or insist on delivery. In the event of defects, however, the statutory provisions shall apply.

13. Compensation for damages

13.1 Other claims of the Buyer, in particular for damages, shall exist only to the following extent:

a) ARYZTA shall be liable without limitation for intent and gross negligence.

b) ARYZTA shall be liable for ordinary negligence - except in the case of injury to life, body or health - only if material contractual obligations (cardinal obligations) are violated. The liability is limited to the contract-typical and foreseeable damage.

c) Liability for indirect and unforeseeable damage, loss of production and use, loss of profit, loss of savings and financial loss due to claims by third parties shall be excluded in the case of simple negligence - except in the case of injury to life, limb or health.

d) Any further liability other than that stipulated in this contract is excluded - irrespective of the legal nature of the asserted claim. The foregoing limitations or exclusions of liability shall not apply, however, to any mandatory statutory liability regardless of fault (e.g. under the Product Liability Act) or to liability under a warranty independent of fault.

e) Insofar as liability is excluded or limited in accordance with the above, this shall also apply to the personal liability of ARYZTA's employees, representatives, organs and vicarious agents.

13.2 Liability for damage not occurring to the delivery items themselves shall be excluded, unless such damage is based on the absence of warranted characteristics.

14. Limitation period

14.1 The limitation period for claims arising from material defects and defects of title - irrespective of the legal grounds - shall be one year. Mandatory special statutory provisions on the statute of limitations shall remain unaffected.

14.2 Claims for damages of the Buyer based on the violation of essential contractual obligations as well as all claims of the Buyer pursuant to item 13.2. of these GTCS shall become statute-barred exclusively according to the statutory limitation periods.

15. Items provided on loan

Objects which ARYZTA lends to the Buyer within the scope of the business relationship shall be returned in a cleaned and proper condition at the end of the business relationship or upon request by ARYZTA, which may not be arbitrary.

16. Confidentiality and Data Protection

16.1 The Buyer shall treat as strictly confidential all business transactions of ARYZTA of which it becomes aware and any secret or confidential information disclosed, received or provided in connection therewith. The term "confidential" shall be understood to mean all commercial and technical details which are not in the public domain and which become known as a result of the business relationship, as well as all information which relates directly or indirectly to the delivery. This obligation shall not apply with respect to such information which (i) was already known to Buyer or generally known at the time of its disclosure or, without Buyer being responsible therefor, becomes generally known at a later point in time; or (ii) Buyer received from a third party authorized to disclose; or (iii) was demonstrably developed without the use of the Confidential Information.

16.2 Buyer may disclose Confidential Information to the extent Buyer (i) is authorized to disclose by ARYZTA's written consent or (ii) is required to do so by mandatory law or court order. In such case, Buyer shall notify ARYZTA in writing of the required disclosure; and limit such disclosure to the minimum necessary

16.3 The Buyer acknowledges and agrees that ARYZTA may, in accordance with the applicable legal provisions, collect, store, process, use and delete all data of the Buyer arising from the business relationship within the scope of the purpose agreement. The data concerns e.g. contact person, address, further contact data (telephone, e-mail),

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delivery item and invoice data. ARYZTA shall ensure that the Buyer's interests worthy of protection are not impaired.

In the event of a conflict, the Special Conditions shall prevail over the GTCS.

16.4 Further details result from the data protection information published on the ARYZTA homepage <https://aryzta.de/datenschutz/> in accordance with the EU Data Protection Regulation (DSGVO).

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16.5 The Buyer undertakes to observe and implement the provisions of the Federal Data Protection Act (BDSG) and the General Data Protection Regulation (DSGVO). The Buyer undertakes to collect, process, disclose, make accessible or otherwise use personal data exclusively for the purpose of fulfilling the contract and to store such data for this purpose and thereafter only for the purpose of fulfilling statutory retention obligations. Any disclosure of personal data to third parties shall require ARYZTA's prior written consent, unless the Buyer is under a corresponding legal obligation to do so. The Buyer shall ensure that interests of ARYZTA which are worthy of protection are not impaired.

17 EDI Procedure

If electronic data exchange (introduction, implementation, processing of EDI) takes place, a separate EDI agreement must be signed by the Buyer, from which the further details of the EDI procedure result.

18 Compliance, Anti-Corruption Clause

18.1 Buyer shall comply with all applicable laws, statutes, regulations relating to anti-bribery, anti-corruption, anti-money laundering, slavery and human trafficking ("Compliance Requirements") and shall not take or refrain from taking any action that would cause it to violate any of the Compliance Requirements. In particular, Buyer shall comply with applicable labor and environmental laws and shall not make use of child labor and forced labor.

18.2 This obligation shall in any case include the prohibition of unlawful payments or the granting of other unlawful advantages to public officials, business partners, to their employees, family members or other partners, and the prohibition of acceleration payments to public officials or other persons.

18.3 The Buyer is obliged to inform ARYZTA without undue delay if it has knowledge or a concrete suspicion of cases of corruption which are in a concrete connection with the existing contract or its performance.

19 Place of Performance, Choice of Law, Place of Jurisdiction

19.1 These GTCS and all legal relations between ARYZTA and the Buyer shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods and the conflict-of-laws rules of private international law, unless other laws are mandatory. Unless directly amended or expressly excluded in these GTCS, the statutory provisions shall apply.

19.2 The place of performance for all legal transactions shall be the registered office of the ARYZTA Company. The place of jurisdiction shall be, at ARYZTA's option, the registered office of the ARYZTA Company, Leipzig or Frankfurt am Main.

19.3 The contractual language is German.

20. severability clause

In the event that one or more provisions of these GTCS are or become invalid, such provision or partial provision shall be deemed not to be part of these GTCS to that extent, but the validity and enforceability of the remaining provisions shall not be affected. In such case, each of the parties shall enter into negotiations to amend such provision so that it is valid and legal as amended and carries out the original intent of the parties to the maximum extent possible.